No. 95-719

SUPREME COURT, U.S.
FILED
MAR 1 1996
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1995

WILLIAM GASPERINI,

Petitioner,

—v.—

THE CENTER FOR HUMANITIES, INC.,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE SECOND CIRCUIT

JOINT APPENDIX
EXHIBITS
VOLUME II OF II
(Pages 359 to 445)

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Attorneys for Respondent

PETITION FOR CERTIORARI FILED NOVEMBER 3, 1995
CERTIORARI GRANTED JANUARY 19, 1996

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

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The following opinion, orders and judgments have been omitted in printing this Joint Appendix because they appear on the following pages in the Appendix to the Petition for a Writ of Certiorari in No. 95-719

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PLAINTIFF'S EXHIBIT 1

(Letter of ***Guidance Associates*** Communications Park, Box 3000, Mount Kisco, New York 10549)

June 17, 1990

William Gasperini

LETTER OF AGREEMENT

Dear Bill:

This letter, when signed by both parties, shall constitute an agreement between Guidance Associates (hereinafter referred to as "GA") William Gasperini (hereinafter referred to as "WG").

GA will market the 3 part "Conflict in Central America" program to the educational market. GA or, at its option, its subsidiaries or affiliates will distribute the program with each party agreeing to the following:

1) WG grants to GA exclusive worldwide-educational (Junior and Senior High Schools and Junior Colleges) rights to distribute the Program for the term of this agreement.

2) WG grants to GA the right to reproduce, free of charge, visuals from the Program in any of GA's or its affiliates or subsidiaries promotion materials relating to the Program.

3) In consideration of the rights granted to GA herein, GA will pay WG a royalty of 15% of cash receipts (not including sales tax or shipping and handling) from sales of the program by GA and any company controlling, controlled by or under common control with GA.

4) GA shall account to WG twice yearly, within sixty (60) days after the close of its fiscal periods ending February

28 and August 31 and shall include the royalty payment due with such accounting. Said accounting shall show cash receipts for the Program. GA shall keep accurate books and records with respect to all transactions hereunder which may be examined by WG at its own expense with reasonable notice during regular business hours during the term hereof and thereafter until GA has distributed all of its remaining inventory of the Program or the Parts.

5) This agreement may not be assigned by either party without the express written consent of the other party, except this agreement may be assigned without such consent by either party in connection with the sale or transfer of all or a substantial part of the assets or stock of that party. This agreement may also be assigned to any affiliate or subsidiary of GA.

6) This agreement shall be construed under and in accordance with the laws of the State of New York.

7) No modification or cancellation of this agreement and no waiver of any breach or default hereof or hereunder shall be binding unless in writing and signed by both parties hereto.

8) This agreement contains the entire understanding between the parties hereto. There are no representations or undertakings by either of the parties hereto, except as expressly set forth herein.

Please confirm that the foregoing correctly, accurately and completely sets forth the understanding between us by signing below.

Sincerely,

/s/ WILLIAM E. GOODMAN
William E. Goodman

/s/ DAVID E. FREDRICKS
David E. Fredricks
Guidance Associates

Date

/s/ WILLIAM GASPERINI
William Gasperini
5356 El Dorado
El Corrito, CA 94530

July 17, 1990
Date

PLAINTIFF'S EXHIBIT 12A

PHOTO RESEARCHERS, INC. 60 EAST 56th STREET NEW YORK, N. Y. 10022 • (212) 758-3420

C# 133419
DM # 206099

TO THE CENTER FOR HUMANITIES, INC.
TWO HOLLAND AVENUE
WHITE PLAINS, NEW YORK 10603

DATE OCTOBER 31, 1977

ATTENTION WILMA MANN

INVOICE Nº 23718

FOR THE LOSS OF THE FOLLOWING ORIGINAL COLOR TRANSPARENCIES.

1	CLR	OD9659	SIGNS	V D Bucher	750.00
1	CLR	9TD016	OFFICE	W Von dem Bussche	750.00
1	CLR	9N4952	BOARDROOM	M P Mendheim	750.00
1	CLR	6A6100	CAFETERIA	B Roberts	750.00
3	CLR	1M9824 1M9832 1M9833	P.T.A. MEETING	D HANLEY	$500.00
				TOTAL DUE	$4500.00

[redacted]

TERMS AND CONDITIONS OF USE

1. A) Photographs remain the property of PHOTO RESEARCHERS, INC. ("PR"), or the particular photographers. User does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic or promotional right, and will not make, authorize or permit any use of the particular photograph(s) or plate(s) made therefrom, other than as specified herein. All photographs are to be returned within four (4) months after date of this invoice, except in cases of outright purchase.

B) User agrees to pay as reasonable charges, the sum of Five ($5.00) Dollars per week per color transparency and One ($1.00) Dollar per week per black and white positive, to PR after such four (4) month period, to date of return.

2. User is solely responsible for loss or damage to photographs and will indemnify PR against any loss or damage, commencing with receipt by User of such photograph until its return to, and receipt by, PR. In this connection, User assumes an insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are only to be returned either by messenger or by registered mail (return receipt requested), pre-paid and fully-insured.

3. The monetary damage for loss or damage of a photograph shall be determined by the value of such photograph. User agrees that the reasonable minimum value of such lost or damaged photograph shall be no less than Fifteen Hundred ($1,500) Dollars for a color transparency or black, and white negative. User acknowledges that this clause is essential and material to the making of this agreement. User shall be liable for all acts of its employees, agents, assigns, messengers and free-lance researchers for all loss, damage or misuse of the photographs.

4. Photographs used editorially shall bear a credit line as indicated by PR. User shall provide copyright protection to

the photograph granted to it. Such copyright shall be immediately assigned to PR, upon its request, without charge.

5. No model releases or other releases exists on any photographs unless the existence of such release is specified in writing by PR. User shall indemnify PR against all claims arising out of the use of any photographs where the existence of such release has not been specified in writing by PR. In any event, the limit of liability of PR shall be the sum paid to it pursuant to this invoice for the use of the particular photograph involved.

6. This agreement is not assignable or transferrable on the part of User.

7. Time is of the essence in the performance by User of its obligations for payments and return of photographs hereunder. No rights are granted until payment is made to PR even though User has received this invoice.

8. Only the terms of use herein set forth shall be binding upon PR. No purported waiver of any of the terms herein shall be binding on PR unless subscribed in writing by PR.

9. A Payment herein for such use is to be net ten (10) days. A service charge of one and one-half ($1^1/_2\%$) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms, must be made to PR within ten (10) days after receipt of this invoice. In the event that any photographs are used by User in publications, where PR's payment is [ILLEGIBLE] or increment basis, then User shall send to PR, on a semiannual basis (June 30th and December 31st), a certified statement set [ILLEGIBLE] for the total number of sales, [ILLEGIBLE]

(Letterhead of **The Center for Humanities, Inc.**
Two Holland Ave./White Plains, New York 10603/
(914) 946-0601)

February 2, 1977

Mrs. Jane Kinne
Photo to Researchers Inc.
[ILLEGIBLE] East 56th Street
New York, New York

Dear Jane:

The following is a list of the pictures we talked about today on the phone:

		*021083**	
V. Bucher	Signs	D 9659✔—	*m*206008*
	220175		
W. von dem Bussche	Office-	0T0016✔	*206016*
	Wash.		
	08483		
D. Hanley	Meeting	1M9824✔	*2 Separate*
"	" *PTA*	1M9832	*Ret'd*
"	"	1M9833✔—	*206016*
M. P. Manheim	Lunchroom		
	131415	1N4152✔	
B. Roberts	Cafeteria		
	180750	6A6100✔	*206016*

If you find that these pictures have not been returned to your files, please contact Mr. Johnson so that he will know how to proceed.

Frederick
S.

Sincerely,

/s/ Wilma Mann
Wilma Mann

---

* Italic matter handwritten notation.

	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩
IF EASE	DATE	CLIENT	INV	SUBJECT	PHOTOG.	BILLED	COMM.	DUE PHOTOG.	RAPHO	PD. BY CLIENT	PD. PHOTO
6	10/31/77	CTR.FOR HUMANITIES	23718	Signs 1 clr #DD9659	V.D. BUCHER	750.00	375.00	375.00	-	11-1-77 10-27-77	852
7		LOSS		Office 1 clr #DT0016	W.VON DEM BUSSCHE	750.00	375.00	375.00	-		~~924~~
8				Lunchroom 1 clr #1N4152	M.P. MANHEIM	750.00	375.00	375.00	-		852
9				Cafeteria 1 clr #6A6100	E. ROBERTS	750.00	375.00	375.00	-		810
10				#1M9824; 1M9832; 3 clr 1M9833 PTA Meeting	D. HANLEY	1500.00	750.00	750.00	-		909

PLAINTIFF'S EXHIBIT 12E

PHOTO RESEARCHERS, INC.
60 East 56th Street, New York, N.Y. 10022 (212) 758-3420

DATE : 05/27/93
CUST # 175613

GUIDANCE ASSOCIATES
90 SOUTH BEDFORD RD
COMMUNICATIONS PARK
MT. KISCO NY 10549

ATTENTION: SALLY PARIS

INVOICE # : 62085

FOR THE ONE TIME, NON-EXCLUSIVE UNITED STATES REPRODUCTION RIGHTS TO THE FOLLOWING PHOTOGRAPH(S) FOR USE ON THE COVER OF A CATALOG FOR "GA VIDEO" WITH A PRINT RUN OF 20,000.

PHOTO#	T	DESCRIPTION	PHOTOGRAPHER	PRICE
765532	C	STUDENTS — 5"x7	R. HUTCHINGS	700.00
			TOTAL DUE:	$700.00

NOTE: PLEASE SUPPLY US WITH TWO COPIES OF YOUR FINISHED PIECE.

NO RIGHTS GRANTED EXCEPT THOSE ABOVE.
SUBJECT TO TERMS ON REVERSE.

THANK YOU,
MERYL DELIERRE
OUR FEDERAL I.D. NUMBER IS: 13-1845475

TYPES: B–BLACK/WHITE, C–COLOR, V–CONVERSION
* USER SHALL NOT PERMIT PHOTOGRAPHS SUPPLIED TO BE USED IN A DEFAMATORY CONTEXT AND SHALL INDEMNIFY P.R. FROM CLAIMS OR SUITS ARISING THEREFROM.

Original Color Transparencies and Other Photographic Materials To Be Returned Unless Otherwise Indicated.
UNREPORTED REUSE OR EXTENDED USE
SUBJECT TO DOUBLE CHARGE

TERMS AND CONDITIONS OF USE

1. A) Photographs remain the property of PHOTO RESEARCHERS, INC. ("PR"), or the particular photographers. User does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic or promotional right, and will not make, authorize or permit any use of the particular photograph(s) or plate(s) made therefrom, other than as specified herein. All photographs are to be returned within four (4) months after date of this invoice, except in cases of out-right purchase.

B) User agrees to pay as reasonable charges, the sum of five ($5.00) Dollars per week per item to PR after such four (4) month period, to date of return.

2. User is solely responsible for loss or damage to photographs and will indemnify PR against any loss or damage, commencing with receipt by User of such photograph until its return to, and receipt by, PR. In this connection, User assumes an insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are only to be returned pre-paid and fully insured either by messenger or by registered mail (return receipt requested).

3. The monetary damage for loss or damage of a photograph shall be determined by the value of such photograph. User agrees that the reasonable value of such lost or damaged photograph shall be Fifteen Hundred ($1,500) Dollars for a color transparency or black and white negative. User acknowledges that this clause is essential and material to the making of this agreement. User shall be liable for all acts of its employees, agents, assigns, messengers and free-lance researchers for all loss, damage or misuse of the photographs.

4. Photographs used shall bear a credit line as indicated by PR. User shall provide copyright protection to the photograph granted to it. Such copyright shall be immediately assigned to PR or the photographer who took same upon its request, without charge.

5. No model releases or other releases exist on any photographs unless the existence of such release is specified in writing by PR. User shall indemnify PR against all claims arising out of the use of any photographs where the existence of such release has not been specified in writing by PR. User shall not permit photographs supplied to be used in a defamatory context and shall indemnify PR from claims or suits arising therefrom. In any event, the limit of liability of PR shall be the sum paid to it pursuant to this invoice for the use of the particular photograph involved.

6. This agreement is not assignable or transferrable on the part of User, unless agreed to in writing by PR.

7. Time is of the essence in the performance by user of its obligations for payments and return of photographs hereunder. No rights are granted until payment is made to PR even though User has received this invoice.

8. Only the terms of use herein set forth shall be binding upon PR. No purported waiver of any of the terms herein shall be binding on PR unless agreed to in writing by PR.

9. A) Payment herein for such use is to be net ten (10) days. A service charge of one and one-half (1½%) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms, must be made to PR within ten (10) days after receipt of this invoice. User shall provide PR with two (2) free copies of such publications immediately upon printing.

B) When reporting usage, the user must inform PR of picture number, photographer, description, type and size of reproduction.

10. Recipient acknowledges that PR must be advised, in writing, of any reuse or extended use prior to publication. Failure to do so will result in a double fee charge. This is not a penalty but an agreed and stipulated fair charge.

11. No electronic reproduction rights or promotional rights are granted herein, unless specifically stated.

12. All rights not specifically granted herein to User are reserved for PR's use and disposition without any limitations whatsoever.

DISPUTES OR CLAIMS ARISING OUT OF USE

13. Any and all disputes arising out of, under or in connection with this agreement, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. The User shall pay all costs of arbitration, plus legal interest on any award.

14. User agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

LEGAL COSTS AND DISBURSEMENTS

15. If PR is caused to present claim or sum as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees and disbursements by the recipient or user herein.

©COPYRIGHT PHOTO RESEARCHERS, INC. 1984

CHECK DATE	CHECK NO.	VENDOR NO
06/03/93	36207	00012305

CODES

1 - Center for Humanities
2 - Science & Mankind
3 - Guidance Assoc.
4 - PMF Films
5 - Pathescope
6 - Vocational Media
7 - AutoVideo
8 - TEP

INVOICE DATE	INVOICE NO.	CODE	DESCRIPTION	TOTAL AMOUNT	DISCOUNT	NET AMOUNT
05/27/93	62085	3	INVOICE P0#	700.00		700.00
			TOTAL	700.00		700.00

PLAINTIFF'S EXHIBIT 12F

PHOTO RESEARCHERS, INC.
60 East 56th Street, New York, N.Y. 10022 (212) 758-3420

DATE : 10/20/93
CUST # 175613

GUIDANCE ASSOCIATES
90 SOUTH BEDFORD RD
COMMUNICATIONS PARK
MT. KISCO NY 10549

ATTENTION: SALLY PARIS

INVOICE # : 63677

FOR THE ONE TIME, NON-EXCLUSIVE UNITED STATES REPRODUCTION RIGHTS TO THE FOLLOWING PHOTOGRAPH(S) FOR USE ON THE COVER OF A CATALOG WITH A PRINT RUN OF 18,000.

PHOTO#	T	DESCRIPTION	PHOTOGRAPHER	PRICE
785505	C	MIXED ETHNIC GROUP — COVER	R. HUTCHINGS	750.00
			TOTAL DUE:	$750.00

NOTE: PLEASE SUPPLY US WITH TWO COPIES OF YOUR FINISHED PIECE.

NO RIGHTS GRANTED EXCEPT THOSE ABOVE.
SUBJECT TO TERMS ON REVERSE.

THANK YOU,
MERYL DELIERRE
OUR FEDERAL I.D. NUMBER IS: 13-1845475

TYPES: B–BLACK/WHITE, C–COLOR, V–CONVERSION

* USER SHALL NOT PERMIT PHOTOGRAPHS SUPPLIED TO BE USED IN A DEFAMATORY CONTEXT AND SHALL INDEMNIFY P.R. FROM CLAIMS OR SUITS ARISING THEREFROM.

Original Color Transparencies and Other Photographic Materials To Be Returned Unless Otherwise Indicated.
UNREPORTED REUSE OR EXTENDED USE
SUBJECT TO DOUBLE CHARGE

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TERMS AND CONDITIONS OF USE

1. A) Photographs remain the property of PHOTO RESEARCHERS, INC. ("PR"), or the particular photographers. User does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic or promotional right, and will not make, authorize or permit any use of the particular photograph(s) or plate(s) made therefrom, other than as specified herein. All photographs are to be returned within four (4) months after date of this invoice, except in cases of out-right purchase.

B) User agrees to pay as reasonable charges, the sum of five ($5.00) Dollars per week per item to PR after such four (4) month period, to date of return.

2. User is solely responsible for loss or damage to photographs and will indemnify PR against any loss or damage, commencing with receipt by User of such photograph until its return to, and receipt by, PR. In this connection, User assumes an insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are only to be returned pre-paid and fully insured either by messenger or by registered mail (return receipt requested).

3. The monetary damage for loss or damage of a photograph shall be determined by the value of such photograph. User agrees that the reasonable value of such lost or damaged photograph shall be Fifteen Hundred ($1,500) Dollars for a color transparency or black and white negative. User acknowledges that this clause is essential and material to the making of this agreement. User shall be liable for all acts of its employees, agents, assigns, messengers and free-lance researchers for all loss, damage or misuse of the photographs.

4. Photographs used shall bear a credit line as indicated by PR. User shall provide copyright protection to the photograph granted to it. Such copyright shall be immediately assigned to

PR or the photographer who took same upon its request, without charge.

5. No model releases or other releases exist on any photographs unless the existence of such release is specified in writing by PR. User shall indemnify PR against all claims arising out of the use of any photographs where the existence of such release has not been specified in writing by PR. User shall not permit photographs supplied to be used in a defamatory context and shall indemnify PR from claims or suits arising therefrom. In any event, the limit of liability of PR shall be the sum paid to it pursuant to this invoice for the use of the particular photograph involved.

6. This agreement is not assignable or transferrable on the part of User, unless agreed to in writing by PR.

7. Time is of the essence in the performance by user of its obligations for payments and return of photographs hereunder. No rights are granted until payment is made to PR even though User has received this invoice.

8. Only the terms of use herein set forth shall be binding upon PR. No purported waiver of any of the terms herein shall be binding on PR unless agreed to in writing by PR.

9. A) Payment herein for such use is to be net ten (10) days. A service charge of one and one-half ($1^1/_2\%$) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms, must be made to PR within ten (10) days after receipt of this invoice. User shall provide PR with two (2) free copies of such publications immediately upon printing.

B) When reporting usage, the user must inform PR of picture number, photographer, description, type and size of reproduction.

10. Recipient acknowledges that PR must be advised, in writing, of any reuse or extended use prior to publication.

Failure to do so will result in a double fee charge. This is not a penalty but an agreed and stipulated fair charge.

11. No electronic reproduction rights or promotional rights are granted herein, unless specifically stated.

12. All rights not specifically granted herein to User are reserved for PR's use and disposition without any limitations whatsoever.

DISPUTES OR CLAIMS ARISING OUT OF USE

13. Any and all disputes arising out of, under or in connection with this agreement, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. The User shall pay all costs of arbitration, plus legal interest on any award.

14. User agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

LEGAL COSTS AND DISBURSEMENTS

15. If PR is caused to present claim or sum as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees and disbursements by the recipient or user herein.

©COPYRIGHT PHOTO RESEARCHERS, INC. 1984

CHECK DATE	CHECK NO.	VENDOR NO
11/24/93	37895	00012305

CODES
1 - Center for Humanities
2 - Science & Mankind
3 - Guidance Assoc.
4 - PMF Films
5 - Pathescope
6 - Vocational Media
7 - AutoVideo
8 - TEP

INVOICE DATE	INVOICE NO.	CODE	DESCRIPTION	TOTAL AMOUNT	DISCOUNT	NET AMOUNT
10/20/93	63677	3	INVOICE PO#	750.00		750.00
			TOTAL	750.00		750.00

PLAINTIFF'S EXHIBIT 12G

60 EAST 56th STREET NY, NY 10022
212 758-3420

PHOTO RESEARCHERS, INC.

DELIVERY MEMO # 093822

GRETCHEN JONES
GUIDANCE ASSOCIATES
90 SOUTH BEDFORD RD
COMMUNICATIONS PARK
MT. KISCO NY 10549

RECEIVED AND TERMS OF DELIVERY
ACCEPTED: Gretchen Jones
DATE: Oct 7, 1993

A COPY OF THIS DOCUMENT MUST BE ENCLOSED WITH EACH RETURN.

DATE	USE	LIBRARY	RESEARCHERS	CUST NO	CLR	B & W	SUBJECT
10-07-93	Z	G	MD	175613	9	0	TEENAGERS + VOCATIONS

MINIMUM FEE OF $225 PER PHOTO FOR REMOVING SEAL OR COPYING IMAGE.

TRANSPARENCIES OR PRINTS SUBMITTED

	(V)		(V)		(V)		( )		(V)		(V)		(V)		(V)		(V)		(V)
6D3606		7F0941		7F9866		7R4828		7S2978		7S5505		7S5567		C79701		S0943A			

PLAINTIFF'S EXHIBIT 12 g

PLEASE NOTE:

All photographs are submitted subject to terms on reverse side

Return the copy of this document when you return photos.
Circle the numbers of photos you are holding.
Fill in the number of photos you are returning.

BLACK-AND-WHITE _____ 2¼" COLOR _____

35MM COLOR _____ OTHER SIZE COLOR _____

AUTHORIZED SIGNATURE _____ MG.I

VALUABLE ORIGINAL COLOR TRANSPARENCIES MAY NOT BE PROJECTED

THANK YOU

©COPYRIGHT PHOTO RESEARCHERS, INC. 1985

TERMS OF DELIVERY OF GOODS

1. Photographs or transparencies (hereafter "photographs") may be held for fourteen (14) days approval. Unless a longer period is requested, and granted by PHOTO RESEARCHERS, INC. (hereafter "PR"), in writing, a holding fee of Five ($5.00) Dollars per week per item will be charged after such fourteen (14) day period and up to the time of return.

2. Photographs may not be used in any way, including layouts, sketches and photostats, until submission of an Invoice indicating Recipient's right to use same, or purchase of the photographs outright, which shall be only on the Terms of Use as hereinafter specified.

3. Recipient is responsible for loss or damage to the photographs delivered to it, from time of receipt until their return to PR. Projection of transparencies is not permitted. Recipient shall be responsible for safe delivery and return of the photographs to PR and shall indemnify PR against any loss or damage to the photographs in transit or while in the possession of Recipient. This agreement is not considered a bailment and is specifically conditioned upon the items so delivered being returned to PR in the same condition as delivered. Recipient assumes an insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are to be returned either by messenger or by registered mail (return receipt requested), pre-paid and fully-insured.

4. PR count shall be considered accurate and quality deemed satisfactory for reproduction if PR is not immediately notified in writing by return mail with all exceptions duly noted.

5. The monetary damage for loss or damage of an original color transparency or photograph shall be determined by the value of each individual photograph. Recipient agrees, however, that the reasonable value of such lost or damaged

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photograph or transparency shall be Fifteen Hundred ($1,500) Dollars. PR agrees to the delivery of the goods herein only upon the express covenant and understanding by Recipient, that the terms contained in this paragraph 5 are material to this agreement. Recipient assumes full liability for its employees, agents, assigns, messengers and free-lance researchers for the loss, damage or misuse of the photographs.

DISPUTES OR CLAIMS ARISING OUT OF DELIVERY OF GOODS

6. Any and all disputes arising out of, under or in connection with this delivery, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. Recipient shall bear all costs or arbitration plus legal interest on any award.

7. Recipient agrees that the terms herein are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

TERMS AND CONDITIONS OF USE

1. A) Photographs remain the property of PHOTO RESEARCHERS, INC. ("PR"), or the particular photographers. User does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic or promotional right and will not make, authorize or permit any use of the particular photograph(s) or plate(s) made therefrom, other than as specified herein, All photographs are to be returned within four (4) months after date of this invoice, except in cases of outright purchase.

B) User agrees to pay as reasonable charges, the sum of five ($5.00) Dollars per week per item to PR after such four (4) month period, to date of return.

2. User is solely responsible for loss or damage to photographs and will indemnify PR against any loss or damage, commencing with receipt by User of such photograph until its return to, and receipt by, PR. In this connection, User assumes an Insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are only to be returned pre-paid and fully insured either by messenger or by registered mail (return receipt requested).

3. The monetary damage for loss or damage of a photograph shall be determined by the value of such photograph. User agrees that the reasonable value of such lost or damaged photograph shall be Fifteen Hundred ($1,500) Dollars for a color transparency or black and white negative. User acknowledges that this clause is essential and material to the making of this agreement. User shall be liable for all acts of its employees, agents, assigns, messengers and free-lance researchers for all loss, damage or misuse of the photographs.

4. Photographs used shall bear a credit line as indicated by PR. User shall provide copyright protection to the photograph granted to it. Such copyright shall be immediately assigned to PR or the photographer who took same upon its request without charge.

5. No model releases or other releases exist on any photographs unless the existence of such release is specified in writing by PR. User shall indemnify PR against all claims arising out of the use of any photographs where the existence of such release has not been specified in writing by PR. User shall not permit photographs supplied to the used in a defamatory context and shall indemnify PR from claims or suits arising therefrom. In any event, the limit of liability of PR shall be the sum paid to it pursuant to this invoice for the use of the particular photograph involved.

6. This agreement is not assignable or transferrable on the part of User, unless agreed to in writing by PR.

7. Time is of the essence in the performance by user of its obligations for payments and return of photographs hereunder. No rights are granted until payment is made to PR even though User has received this invoice.

8. Only the terms of use herein set forth shall be binding upon PR. No purported waiver of any of the terms herein shall be binding on PR unless agreed to in writing by PR.

9. A) Payment herein for such use is to be net ten (10) days. A service charge of one and one-half (1½%) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms, must be made to PR within ten (10) days after receipt of this invoice. In the event that any photographs are used by User in publications, then user shall send to PR, on a semiannual basis (June 30th and December 31st), a certified statement setting forth the total number of sales, sublicenses, adoptions, translations and any other uses. User shall provide PR with two (2) free copies of such publications immediately upon printing.

B) When reporting usage, the user must inform PR of picture number, photographer, description, type and size of reproduction;

10. Recipient acknowledges that PR must be advised, in writing, of any reuse or extended use prior to publication. Failure to do so will result in a minimum of a double fee charge. This is not a penalty, but an agreed and stipulated fair charge.

11. No electronic reproduction rights or promotional rights are granted herein, unless specifically stated.

12. All rights not specifically granted herein to User are reserved for PR's use and disposition without any limitations whatsoever.

DISPUTES OR CLAIMS ARISING OUT OF USE

13. Any and all disputes arising out of, under or in connection with this agreement, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This Agreement, its vaiidity and effect shall be interpreted under and governed by the laws of the State of New York. The User shall pay all costs of arbitration, plus legal interest on any award.

14. User agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

LEGAL COSTS AND DISBURSEMENTS

15. If PR is caused to present claim or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees and disbursements by the recipient or user herein.

PLAINTIFF'S EXHIBIT 12H

DELIVERY MEMO # 090630

60 EAST 56th STREET NY, NY 10022
212 758-3420

PHOTO RESEARCHERS, INC.

SALLY PARIS
GUIDANCE ASSOCIATES
90 SOUTH BEDFORD RD
COMMUNICATIONS PARK
MT. KISCO NY 10549

A COPY OF THIS DOCUMENT MUST BE ENCLOSED WITH EACH RETURN.

DATE	USE	LIBRARY	RESEARCHERS	CUST NO	CLR	B & W	SUBJECT
05-25-93	Z	G	MD	175613	22	0	ETHNIC HIGH SCHOOL STUDENTS-MIX

A SERVICE CHARGE OF 90.00 ACCOMPANIES SUBMISSION.
MINIMUM FEE OF $225 PER PHOTO FOR REMOVING SEAL OR COPYING IMAGE.

TRANSPARENCIES OR PRINTS SUBMITTED

	(√)		(√)		(√)		( )		(√)		(√)		(√)		(√)		(√)
6W5546		6W5550		7A0882		7A4014		7C0332		7D3408		7J1924		7K4451		7P2488		7P2492
7Q3154		7R1174		7S2977		7S5524		7S5532		7S5547		7T5433		7U5304		7U7233		7U7316
7W9295		C1216T																

PLEASE NOTE:

All photographs are submitted subject to terms on reverse side.

Return the copy of this document when you return photos.
Circle the numbers of photos you are holding.
Fill in the number of photos you are returning.

BLACK-AND-WHITE

2¼" COLOR

35MM COLOR

OTHER SIZE COLOR

AUTHORIZED SIGNATURE

LK

VALUABLE ORIGINAL COLOR TRANSPARENCIES MAY NOT BE PROJECTED

THANK YOU

©COPYRIGHT PHOTO RESEARCHERS, INC. 1985

TERMS OF DELIVERY OF GOODS

1. Photographs or transparencies (thereafter "photographs") may be held for fourteen (14) days approval. Unless a longer period is requested, and granted by PHOTO RESEARCHERS, INC. (hereafter "PR"), in writing, a holding fee of Five ($5.00) Dollars per week per item will be charged after such fourteen (14) day period and up to the time of return.

2. Photographs may not be electronically digitalized, stored, manipulated or used in any way, including layouts, sketches and photostats, until submission of an invoice indicating Recipient's right to use same, or purchase of the photographs outright, which shall be only on the Terms of Use as hereinafter specified.

3. Recipient is responsible for loss or damage to the photographs delivered to it, from time of receipt until their return to PR. Projection of transparencies is not permitted. Recipient shall be responsible for safe delivery and return of the photographs to PR and shall indemnify PR against any loss or damage to the photographs in transit or while in the possession of Recipient. This agreement is not considered a bailment and is specifically conditioned upon the items so delivered being returned to PR in the same condition as delivered. Recipient assumes an insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are to be returned either by messenger or by registered mail (return receipt requested) pre-paid and fully-insured.

4. PR's count shall be considered accurate and quality deemed satisfactory for reproduction if PR is not immediately notified in writing by return mail with all exceptions duly noted.

5. The monetary damage for loss or damage of an original color transparency or photograph shall be determined by the value of each individual photograph. Recipient agrees,

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however, that the reasonable value of such lost or damaged photograph or transparency shall be Fifteen Hundred ($1,500) Dollars. PR agree to the delivery of the goods herein only upon the express covenant and understanding by Recipient, that the terms contained in this paragraph 5 are material to this agreement. Recipient assumes full liability for its employees, agents, assigns, messengers and free-lance researchers for the loss, damage or misuse of the photographs.

DISPUTES OR CLAIMS ARISING OUT OF DELIVERY OF GOODS

6. Any and all disputes arising out of, under or in connection with this delivery, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. Recipient shall bear all costs or arbitration plus legal interest on any award.

7. Recipient agrees that the terms herein are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

TERMS AND CONDITIONS OF USE

1. A) Photographs remain the property of PHOTO RESEARCHERS, INC. ("PR"), or the particular photographers. User does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic or promotional right and will not make, authorize or permit any use of the particular photograph(s) or plate(s) made therefrom, other than as specified herein, All photographs are to be

returned within four (4) months after date of this invoice, except in cases of outright purchase.

B) User agrees to pay as reasonable charges, the sum of five ($5.00) Dollars per week per item to PR after such four (4) month period, to date of return.

2. User is solely responsible for loss or damage to photographs and will indemnify PR against any loss or damage, commencing with receipt by User of such photograph until its return to, and receipt by, PR. In this connection, User assumes an Insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are only to be returned pre-paid and fully insured either by messenger or by registered mail (return receipt requested).

3. The monetary damage for loss or damage of a photograph shall be determined by the value of such photograph. User agrees that the reasonable value of such lost or damaged photograph shall be Fifteen Hundred ($1,500) Dollars for a color transparency or black and white negative. User acknowledges that this clause is essential and material to the making of this agreement. User shall be liable for all acts of its employees, agents, assigns, messengers and free-lance researchers for all loss, damage or misuse of the photographs.

4. Photographs used shall bear a credit line as indicated by PR. User shall provide copyright protection to the photograph granted to it. Such copyright shall be immediately assigned to PR or the photographer who took same upon its request without charge.

5. No model releases or other releases exist on any photographs unless the existence of such release is specified in writing by PR. User shall indemnify PR against all claims arising out of the use of any photographs where the existence of such release has not been specified in writing by PR. User shall not permit photographs supplied to the used in a defamatory context and shall indemnify PR from claims or suits arising therefrom. In any event, the limit of liability of PR

shall be the sum paid to it pursuant to this invoice for the use of the particular photograph involved.

6. This agreement is not assignable or transferrable on the part of User, unless agreed to in writing by PR.

7. Time is of the essence in the performance by user of its obligations for payments and return of photographs hereunder. No rights are granted until payment is made to PR even though User has received this invoice.

8. Only the terms of use herein set forth shall be binding upon PR. No purported waiver of any of the terms herein shall be binding on PR unless agreed to in writing by PR.

9. A) Payment herein for such use is to be net ten (10) days. A service charge of one and one-half (1½%) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms, must be made to PR within ten (10) days after receipt of this invoice. In the event that any photographs are used by User in publications, then user shall send to PR, on a semiannual basis (June 30th and December 31st), a certified statement setting forth the total number of sales, sublicenses, adoptions, translations and any other uses. User shall provide PR with two (2) free copies of such publications immediately upon printing.

B) When reporting usage, the user must inform PR of picture number, photographer, description, type and size of reproduction;

10. Recipient acknowledges that PR must be advised, in writing, of any reuse or extended use prior to publication. Failure to do so will result in a minimum of a double fee charge. This is not a penalty, but an agreed and stipulated fair charge.

11. No electronic reproduction rights or promotional rights are granted herein, unless specifically stated.

12. All rights not specifically granted herein to User are reserved for PR's use and disposition without any limitations whatsoever.

DISPUTES OR CLAIMS ARISING OUT OF USE

13. Any and all disputes arising out of, under or in connection with this agreement, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This Agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. The User shall pay all costs of arbitration, plus legal interest on any award.

14. User agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

LEGAL COSTS AND DISBURSEMENTS

15. If PR is caused to present claim or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees and disbursements by the recipient or user herein.

PLAINTIFF'S EXHIBIT 13A

PHOTO RESEARCHERS, INC.

60 East 56th Street, New York, New York 10022

212 758-3420

A COPY OF THIS MEMO MUST BE RETURNED WITH THIS SUBMISSION.

DELIVERY MEMO

CTL NOS	DATE	A B C D E F G H I J K L M N O P Q R S T	ID	RESEARCHER	CUST NO	CLR	B & W	OTHER INFORMATION

TRANSPARENCIES OR PRINTS SUBMITTED

	(✓)		(✓)		(✓)		(✓)		(✓)		(✓)		(✓)		(✓)		(✓)	
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		

PLEASE NOTE:

1 All photographs are submitted subject to terms on reverse side

Return the copy of this form when you return photos.
Check off in the column provided (✓) the numbers of photos you are returning.
Circle the numbers of photos you are holding.
Fill in the number of photos you are returning.

BLACK-AND-WHITE _____ 2¼" COLOR _____

35MM COLOR _____ OTHER SIZE COLOR _____

AUTHORIZED SIGNATURE _____

VALUABLE ORIGINAL COLOR TRANSPARENCIES MAY NOT BE PROJECTED

THANK YOU

© COPYRIGHT PHOTO RESEARCHERS, INC. 1973

TERMS OF DELIVERY OF GOODS

1. Photographs or transparencies (thereafter "photographs") may be held for fourteen (14) days approval. Unless a longer period is requested, and granted by PHOTO RESEARCHERS, INC. (hereafter "PR"), in writing, a holding fee of Five ($5.00) Dollars per week per item will be charged after such fourteen (14) day period and up to the time of return.

2. Photographs may not be electronically digitalized, stored, manipulated or used in any way, including layouts, sketches and photostats, until submission of an invoice indicating Recipient's right to use same, or purchase of the photographs outright, which shall be only on the Terms of Use as hereinafter specified.

3. Recipient is responsible for loss or damage to the photographs delivered to it, from time of receipt until their return to PR. Projection of transparencies is not permitted. Recipient shall be responsible for safe delivery and return of the photographs to PR and shall indemnify PR against any loss or damage to the photographs in transit or while in the possession of Recipient. This agreement is not considered a bailment and is specifically conditioned upon the items so delivered being returned to PR in the same condition as delivered. Recipient assumes an insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are to be returned either by messenger or by registered mail (return receipt requested) pre-paid and fully-insured.

4. PR count shall be considered accurate and quality deemed satisfactory for reproduction if PR is not immediately notified in writing by return mail with all exceptions duly noted.

5. The monetary damage for loss or damage of an original color transparency or photograph shall be determined by the value of each individual photograph. Recipient agrees, however, that the reasonable value of such lost or damaged photograph or transparency shall be Fifteen Hundred ($1,500)

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Dollars. PR agree to the delivery of the goods herein only upon the express covenant and understanding by Recipient, that the terms contained in this paragraph 5 are material to this agreement. Recipient assumes full liability for its employees, agents, assigns, messengers and free-lance researchers for the loss, damage or misuse of the photographs.

DISPUTES OR CLAIMS ARISING OUT OF DELIVERY OF GOODS

6. Any and all disputes arising out of, under or in connection with this delivery, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. Recipient shall bear all costs or arbitration plus legal interest on any award.

7. Recipient agrees that the terms herein are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

TERMS AND CONDITIONS OF USE

1. A) Photographs remain the property of PHOTO RESEARCHERS, INC. ("PR"), or the particular photographers. User does not acquire any right, title or interest in or to any photograph, including, without limitation, any electronic or promotional right and will not make, authorize or permit any use of the particular photograph(s) or plate(s) made therefrom, other than as specified herein, All photographs are to be returned within four (4) months after date of this invoice, except in cases of outright purchase.

B) User agrees to pay as reasonable charges, the sum of five ($5.00) Dollars per week per item to PR after such four (4) month period, to date of return.

2. User is solely responsible for loss or damage to photographs and will indemnify PR against any loss or damage, commencing with receipt by User of such photograph until its return to, and receipt by, PR. In this connection, User assumes an Insurer's liability herein for the safe and undamaged return of the photographs to PR. Such photographs are only to be returned pre-paid and fully insured either by messenger or by registered mail (return receipt requested).

3. The monetary damage for loss or damage of a photograph shall be determined by the value of such photograph. User agrees that the reasonable value of such lost or damaged photograph shall be Fifteen Hundred ($1,500) Dollars for a color transparency or black and white negative. User acknowledges that this clause is essential and material to the making of this agreement. User shall be liable for all acts of its employees, agents, assigns, messengers and free-lance researchers for all loss, damage or misuse of the photographs.

4. Photographs used shall bear a credit line as indicated by PR. User shall provide copyright protection to the photograph granted to it. Such copyright shall be immediately assigned to PR or the photographer who took same upon its request without charge.

5. No model releases or other releases exist on any photographs unless the existence of such release is specified in writing by PR. User shall indemnify PR against all claims arising out of the use of any photographs where the existence of such release has not been specified in writing by PR. User shall not permit photographs supplied to the used in a defamatory context and shall indemnify PR from claims or suits arising therefrom. In any event, the limit of liability of PR shall be the sum paid to it pursuant to this invoice for the use of the particular photograph involved.

6. This agreement is not assignable or transferrable on the part of User, unless agreed to in writing by PR.

7. Time is of the essence in the performance by user of its obligations for payments and return of photographs hereunder. No rights are granted until payment is made to PR even though User has received this invoice.

8. Only the terms of use herein set forth shall be binding upon PR. No purported waiver of any of the terms herein shall be binding on PR unless agreed to in writing by PR.

9. A) Payment herein for such use is to be net ten (10) days. A service charge of one and one-half (1½%) percent per month on any unpaid balance will be charged thereafter. Any claims for adjustment or rejection of terms, must be made to PR within ten (10) days after receipt of this invoice. In the event that any photographs are used by User in publications, then user shall send to PR, on a semiannual basis (June 30th and December 31st), a certified statement setting forth the total number of sales, sublicenses, adoptions, translations and any other uses. User shall provide PR with two (2) free copies of such publications immediately upon printing.

B) When reporting usage, the user must inform PR of picture number, photographer, description, type and size of reproduction;

10. Recipient acknowledges that PR must be advised, in writing, of any reuse or extended use prior to publication. Failure to do so will result in a minimum of a double fee charge. This is not a penalty, but an agreed and stipulated fair charge.

11. No electronic reproduction rights or promotional rights are granted herein, unless specifically stated.

12. All rights not specifically granted herein to User are reserved for PR's use and disposition without any limitations whatsoever.

DISPUTES OR CLAIMS ARISING OUT OF USE

13. Any and all disputes arising out of, under or in connection with this agreement, including without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the Forum, State or Federal, having jurisdiction. This Agreement, its validity and effect shall be interpreted under and governed by the laws of the State of New York. The User shall pay all costs of arbitration, plus legal interest on any award.

14. User agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same, including specifically the clause to arbitrate disputes.

LEGAL COSTS AND DISBURSEMENTS

15. If PR is caused to present claim or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees and disbursements by the recipient or user herein.

PLAINTIFF'S EXHIBIT 13B

MAGNUM

MAGNUM PHOTOS, INC. New York
72 Spring Street, N. Y. 10012
Tel. 966-9209
Telex: 420339

The material listed above is submitted by examination only. Photographs may not be reproduced, copies, projected or publicly displayed without the express written permission of Magnum as indicated by an invoice sent by Magnum to the client. Please acknowledge receipt of the transparencies and/or prints listed above by signing and returning the attached copy.

Receipt of the material listed above constitutes agreement by the recipient to the following conditions:

1. A holding fee of $1.00 per day per color transparency (0.50 per day b/w print) will be billed on material held longer than 21 business days.

2. Recipient assumes all risk for safe return of listed material to Magnum. In the event of any loss or damage of an original transparency (or photograph), the recipient shall pay to Magnum damages based on the value of each individual photograph, with a minimum value of $1,500 per transparency.

3. No model release or other release exists for any of the photographs submitted unless the existence of such release is specifically acknowledged in writing by Magnum. Further, Magnum assumes no responsibility for any captions or other wording which is not supplied by

Magnum but is used by the recipient in connection with other publication or other reuse of the photograph(s).

4. Should the client decide to purchase rights for any photograph(s) as evidenced by an invoice issued by Magnum, each published photo must be accompanied by a copyright notice in the names of both Magnum and the photographer, in the event that the copyright notice is omitted, Magnum will charge an additional one hundred percent of the reproduction fee.

PLAINTIFF'S EXHIBIT 13C

DELIVERY MEMO

CONTACT PRESS IMAGES INC.
116 East 27th Street, New York NY 10016 USA
Telephone 212 481-6910
Fax 212 481-6909
Telex 236 354 CPI

Delivery Memo #

Date:
Client:
Address:

Phone:
Attn:
Researcher/Editor:

It is essential that this delivery memo, or a copy of it, is returned with the material enclosed.

Terms

Research/Service Fee

The enclosed photographs are subject to the terms and conditions stated on the reverse side of this delivery memo.

SUBJECT/TITLE PHOTOGRAPHER COLOR B&W ORIGINALS DUPES

Press Material Value: Totals ☐ ☐

To The Attention Of The Customs Authorities of:

THE TERMS AND CONDITIONS SET FORTH HERE AND ON THE REVERSE SIDE ARE DEEMED INCORPORATED HEREIN AND MADE A PART HEREOF

1. Photographs or transparencies ("Photographs"), may be held on approval by the client until the date written on the reverse side of this agreement, or, if no date is set forth, for 14 days from the date of receipt. The client shall return to CONTACT PRESS IMAGES, Inc. ("CPI"), all photographs, other than those selected for further consideration or use, on or before the above stated date of return or pay a holding fee of $25 per week per color transparency and $5 per week per black and white print from that date to the actual date of return. For those photographs selected by client for use or further consideration, CPI shall promptly submit an invoice with the terms of payment.

2. *Photographs may not be used in any way, including layouts, sketches, photostats, or computer or other electronic composition, in whole or in part,* except in accordance with the term hereof and until submission of an invoice relating to the use of purchase of the photographs. Transparencies may not be projected unless specifically authorized in writing by CPI.

3. With respect to all photographs submitted on approval, a minimum research fee of $ 50 per consignment will be charged. A fee of $ 25 per transparency will be charged for any returned transparency not reproduced that requires remounting.

4. Submission of an invoice by CPI grants to client a license to use the photographs solely for the use specified on the invoice. No other uses, including promotional uses, of the photographs are authorized or permitted. *Nothing herein shall license the alteration of any of the photographs by computer, or by mechanical or other electronic means without the prior written permission of CPI.* Unless otherwise specifically

stated in writing, all photographs remain the property of CPI or its represented photographers. Said license is limited to use in the United States only, unless otherwise specified in writing, and the client does not acquire any other right, title or interest in the photographs, including, without limitation, any reproduction thereof, in whole or in part, by computer, electronic or mechanical means.

5. Photographs selected for further consideration or use shall be returned to CPI on or before the return date written on the reverse side hereof or, if no date is set forth, within three months following the date of invoice, except in cases of outright purchase. Client agrees to pay a holding fee of $ 25 per week per color transparency and $ 5 per week for each black and white print retained after the designated return date.

6. The client is responsible for loss or damage to the photographs from the time of receipt by client until their return to CPI. *Client assumes an absolute liability, as if it were an insurer, for the safe and undamaged return of the photographs to CPI* by bonded messenger, registered or certified mail (return receipt requested), prepaid and fully insured or by air courier.

7. In the event of any loss or damage to any of the photographs, client agrees to pay promptly to CPI the full value of the lost or damaged photographs. Client agrees that the reasonable minimum value of any lost or damaged original color transparency or color or black and white negative shall be no less than $2,000 and that this is a MATERIAL CONDITION of this agreement. Client's liability for loss or damage hereunder shall include the acts or omissions not only of employees, agent and independent contractors of client but also, without limitation, those of any persons handling or having custody or possession of photographs at the direction of, with the permission of, or for the benefit of client.

8. Unless specifically stated in writing by CPI, *CPI makes no representations as to the existence of model releases or*

other authorizations to use the photographs. Client shall indemnify CPI against and hold it harmless from all claims arising out of the client's use of any photographs. In any event, the maximum liability of CPI to the client under this agreement shall be the sums paid to CPI by the client hereunder for the use of the photographs.

9. This agreement is not assignable or transferable by the client. No modification or waiver of any of the terms of this agreement shall be binding on CPI unless subscribed to in writing by CPI.

10. Client's rights to the use of the photographs are specifically conditioned upon prior receipt of payment hereunder by CPI.

11. *Full payment is due within 30 days from date of invoice. A service charge of 2% per month on any unpaid balance will be charged thereafter.* The client shall notify CPI immediately of its intended uses of the photographs provided hereunder and shall, upon publication or use, promptly furnish to CPI three copies of each printed use and/or one copy of each electronic use of the photographs.

12. *The photographs used must be credited to: [name of photographer / CPI]* with an appropriate copyright notice as indicated on the transparency mount or on the photographs or in such other manner as CPI may approve in writing. Photographs published or used without credit or with improper credit to the photographer or CPI will be subjected to a surcharge of 100% of the fee or 200% if both credits are improper or absent.

13. Client shall reimburse CPI for its reasonable legal fees and disbursements in the event CPI is caused to present claim or suit as a result of client's breach of any of the terms of this agreement.

14. In the event of loss or damage of any transparencies or negatives from an assignment, client agrees that the minimum

refundable value of each transparency or negative shall be no less than $ 2,000 and that this constitutes a MATERIAL CONDITION of this agreement.

15. Any and all disputes arising out of, under, or in connection with this agreement, including without limitation the validity, interpretation, performance and breach hereof, shall be resolved by arbitration in New York City, New York pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New York.

TERMS OF ASSIGNMENT

1. All photographs and/or raw film submitted as part of an assignment taken on assignment are for one-time editorial use only unless otherwise specified in advance and on the delivery memo.

2. Unless otherwise specified, photographers on assignment are the sole owners of the photograph's copyright. This right will not be transferred without the prior written permission of the photographer and/or CPI.

3. Assignments not immediately used may be held for:

- up to three months (in the case of a weekly)
- up to one year (in the case of a monthly)

4. Unless otherwise specified at the time the assignment is given, all film, including selects and out-takes and used images are to be returned to CPI within the week following publication. A certain number of duped selects may be retained with permission of the photographer and/or CPI.

5. In the event of loss or damage of any transparencies or negatives from an assignment, client agrees that the minimum

refundable value of each transparency or negative shall be no less than $ 2,000 and that this constitutes a MATERIAL CONDITION of this agreement.

PLAINTIFF'S EXHIBIT 13D

SPORTS ILLUSTRATED
A DEPARTMENT OF TIME INC.

TimeInc.Magazines
THE TIME INC. MAGAZINE COMPANY

TIME & LIFE BUILDING — 20th Floor
1271 AVENUE OF THE AMERICAS
NEW YORK, N.Y. 10020
(212) 522-4781
FAX 212-522-0102

PICTURE SALES

SUBMISSION DATE:	SUBMISSION ID NO.
LICENSED TO:	SENT TO:
CLIENT:	P.O. NO.
	CLIENT APPROVAL, IN ACCORDANCE WITH THE TERMS SET FORTH ON BOTH SIDES OF THIS FORM
SUBMITTED TO:	CLIENT SIGNATURE:

Licensee should sign and return the copy of this form to confirm his order. An invoice will be sent promptly after receipt of confirmation and payment will be due immediately upon receipt of invoice. Grant of reproduction rights is conditioned on receipt of payment.

TERMS AND CONDITIONS

1. Inspection—Material may be held for 15 days from the date of this Delivery Note. Material is furnished solely for inspection and may not be published, reproduced, copied, displayed, or used in any other fashion. You shall promptly return all photographs you decide not to use. A holding fee of $5.00 a week will be charged for each transparency or print held longer than 15 days unless, prior thereto, an extension of the inspection period is mutually agreed upon in writing.

2. All prints, negatives, and transparencies remain the property of Time Inc. and must be returned immediately after use, unless otherwise specifically stated.

3. You assume responsibility, and hereby indemnify Time Inc., for loss of or damage to all prints, negatives, and transparencies supplied to you until all such material is received at this address in good condition. The full value of each transparency, negative or print submitted herein is payable by licensee in case of loss or damage ($1500 per original film image, $150 per duplicate or print, unless otherwise stated on reverse): A surcharge of $25.00 is made on any transparency returned in other than the mount in which submitted.

4. Photographs must be reproduced exactly as furnished without alteration or cropping, unless the change has been approved by Time Inc. in writing.

5. When reproducing text, no omission of any kind may be made. If the text is translated, it shall be done so as not to change the meaning through translation. Any translated material remains the sole property of Time Inc. and may not be reproduced without the consent of Time Inc.

6. Time Inc. makes no representation or warranty with respect to the utilization by you of the names and likenesses of individuals or other entities depicted in the

photographs. You assume responsibility for obtaining whatever permission may be required from said individuals or entities and hold Time Inc. harmless from and against any and all claims, including reasonable counsel fees, arising out of your use of the material.

7. Credit and copyright notice must be given exactly as specified on back of each photograph or slide mount, or on the front of this form, and placed in such a manner and location as to give reasonable notice of claim of copyright. Omission of credit and copyright line as requested will entail a penalty equal to double the use fee quoted.

8. The photographs and/or text is licensed on a one-time, nonexclusive, nonassignable, nontransferrable, basis solely for the purpose set forth on the front page of this form. No other use of the material may be made without the express consent of Time Inc.

9. Unless otherwise specifically stated, service charges and laboratory fees are payable whether or not the photographs are used. Service charges are subject to State sales tax.

10. You will furnish Time Inc. with two copies of the work containing the licensed photographs or text immediately following publication.

PLAINTIFF'S EXHIBIT 13E

INVOICE

Impact Visuals
Photo & Graphics, Inc.
28 West 27 Street, Suite 901, New York, NY 10001 U.S.A.
212-683-9688
Fax 212-725-8318

Delivery/Invoice #

Date Shipped: _____

Date due to be Returned: _____

Name:
Billing: ⌐ ¬ Shipping:

Phone: Phone:

ITEM NUMBER	ARTIST/ RETURNED	DESCRIPTION	PHOTOGRAPHER

Total number of visuals enclosed:	Number of visuals used Cost per image used Research fee Shipping cost Balance due

Please see other side for terms.

RULES FOR USAGE OF PHOTOGRAPHS & ART FROM IMPACT VISUALS PHOTO & GRAPHICS, INC.

By accepting delivery of the enclosed materials, you agree to the following terms and conditions and unless we receive written objection within three days the count will be deemed accurate and the quality satisfactory:

1. **CREDIT MUST READ: "Artist's or Photographer's Name, Impact Visuals"** and must appear adjacent to the visual in not smaller than four point type. Failure to do shall increase fee three fold.

2. Material is **licensed** from Impact Visuals only **for editorial use** unless accompanied by a written release from Impact Visuals for other use. (That means photos and graphics supplied by Impact Visuals are not to be used in any advertising or in product creation such as postcards, t-shirts, etc., without special written permission from Impact Visuals). No material distributed by Impact Visuals may be resyndicated. Material is licensed for one-time use only unless written permission to the contrary is provided by Impact Visuals.

3. Invoices are **payable upon receipt**. One percent per month finance charge is applied on any balances unpaid after thirty days. Prior to usage, user must negotiate terms for reproduction of any and all photographs or graphics.

4. Material received from Impact Visuals must be **returned undamaged within 14 days** of being shipped from Impact Visuals unless a written extension is granted by Impact Visuals. Material held up to 14 days past the return due date will cost an additional $1 per visual per day. Photos or graphics not returned within 60 days of the return due date will be considered lost. Lost, damaged, or destroyed original artwork, negatives or transparencies will be paid for based on the value of each piece, but the recipient agrees, that the reasonable minimum value of each lost or damaged negative, transparency, or original artwork shall be no less than $1,500.00.

Lost or damaged photographic prints and copies of artwork will be paid for based on the value of each piece, but the recipient agrees that the minimum value of each piece will be no less than $150.00.

5. **Client assumes all shipping costs** both ways whether or not the material is published by the client.

6. Impact Visuals reserves the right to shorten the duration of the holding period (by phoned or written notice) if, in our opinion, the materials become associated with a breaking news event.

7. **No model releases** or other releases exist on photographs or graphics from Impact Visuals and user shall indemnify Impact Visuals and its photographers and artists against all claims arising out of the use of any graphic, photograph, or caption. The limit of liability of Impact Visuals shall be the invoice price of such a graphic or photo.

8. Clients must keep Impact Visuals **notified of the total circulation** of any materials using images from Impact Visuals.

9. Recipient consents to personal jurisdiction and venue in the County and State of New York in the appropriate State or Federal Court having subject matter jurisdiction over any dispute in any way relating to this delivery memo/invoice. Recipient shall pay all court costs and attorneys' fees, plus full legal interest on any judgement.

10. Client assumes all liability for shipping of visuals both to and from Impact Visuals Photo & Graphics, Inc. and agrees to pay for any visuals damaged in transit at rates set forth in paragraph 4 above. Impact Visuals strongly recommends that any packages containing originals be shipped by insured carrier to our office address listed below.

Impact Visuals
Photo & Graphics, Inc.
28 West 27 Street, Suite 901, New York, NY 10001 U.S.A.
212-683-9688 **Fax 212-725-8318**

PLAINTIFF'S EXHIBIT 13F

INVOICE

FPG
International

FPG International Group
32 Union Square East
New York, NY 10003-3295
Phone 212 777-4210
Facsimile 212 995-9552

IMPORTANT:

The rights granted above, together with the terms and conditions set forth on the reverse side of this invoice, comprise a binding contract between us.

Your retention of the Photos means you accept all of the terms of this contract including the LIQUIDATED DAMAGES AND ARBITRATION CLAUSES.

CONTRACT FOR THE USE OF PHOTOS

1. Rights Granted: The Photo(s) identified on this Invoice are copyrighted and are protected by the intellectual property laws of the United States and the Berne Convention. **You may not use these Photo(s) in any manner whatsoever until you first pay this Invoice.** By timely paying this Invoice you receive the right to use the invoiced Photo(s) in the United States only, for one year, unless otherwise stated, for the use specified on this Invoice and for not other use. Such license is not assignable or transferable in any way. You agree not to make, authorize or permit **any** use of **any** Photo(s) except as specifically set forth on this Invoice. All rights not specifically granted including, but not limited to, derivative usages, electronic, CD-ROM or promotional rights are reserved for use and disposition by FPG without any limitation whatsoever. Photo usage without FPG's express written authorization is a copyright violation. NOTE: Photo(s) are **not** sold, their **use** is licensed, and they remain the sole and exclusive property of FPG or the individual photographer(s).

2. Unauthorized Use: FPG has calculated the invoiced usage fee(s) by relying in good faith on the information you provided. Since it is difficult to determine damages resulting from unauthorized usage, in the event you utilize a Photo other than as indicated on our Invoice, including but not limited to the number of uses the publication utilized, or the size of reproduction, we agree to forego out right to sue you for copyright infringement and you agree to pay, as liquidated damages, a sum equal to four (4) times the normal price we would have charged for such unauthorized use within ten (10) days of our billing such fee. If you fail to timely make such payment, this liquidated damage provision shall be void and we shall have the right to sue for copyright infringement. Your failure to reject this, of any other provision of this Invoice, in writing within five (5) days of its receipt shall be taken to mean that you accept these terms.

3. Releases: Unless this Invoice indicates that a Photo has a model or property release, you should assume that no such releases exist. You agree to indemnify and hold FPG, and the Photographer, harmless from any and all claims and expenses arising out of the use of any Photo that we did not specifically advise you, in writing, had a model or property release. Under all circumstances, our liability is strictly limited to the invoiced price for the use of the Photo involved. You agree not to use any Photo in a defamatory manner or context, either by physical changes to a Photo or by any accompanying text, and agree to hold FPG, and the Photographer, harmless from any and all claims and expenses arising from a Photo's use. If you utilize a Photo prior to paying our Invoice, we are relieved of any liability for **any** claim concerning such Photo's use or publication since it was published without permission. **Advance written permission is required for use of Photo(s) for sensitive subjects including, but not limited to, contraception, matters of a sexual nature, substance abuse, alcohol, tobacco, AIDS, and physical or mental ailments or abuse.**

4. Return Period: You may retain the Photo(s) invoiced until the date indicated on the reverse of this Invoice. You will be charged a holding fee of One Dollar ($1) per day per Photo until the actual return to and receipt by FPG of all Photo(s) held beyond the stipulated return date. Unless a longer period is granted in writing, holding fees will accrue for a period of nine (9) months from the stipulated return date. Nine (9) months from the stipulated return date, all unreturned Photo(s) shall be deemed to be lost and you shall be billed in accordance with the liquidated damage provision below. This is not a bailment.

5. Cancellation Policy: By issuing you this Invoice we have reserved certain rights for your specific use. Should you decide not to utilize the rights, you must notify us in writing within five (5) days of the date of this Invoice to be eligible for a complete refund. After this five (5) day period, and up

to thirty (30) days after the Invoice date, any cancellation of rights will be subject to a 50% cancellation fee. Thirty (30) days after the date of this Invoice, the invoiced amount must be paid in full.

6. Copyright Protection: Each reproduction of a Photo shall bear a credit line: Photographer name/FPG International Corp. You agree to provide statutory copyright protection of the Photo by timely registering the work you created or the work in which the Photo appears, and such copyright shall be immediately assigned to FPG or the Photographer, upon request and without charge.

7. Payment Terms: No rights are granted until full payment of our Invoice is received. Any disputes you may have concerning the Invoice must be submitted to us, in writing, within ten (10) days of the Invoice date, or you shall be deemed to have accepted this Invoice as issued. This Invoice must be paid within ten (10) days of its date net, without any discounts. You agree to pay FPG a service charge of 2% per month on any unpaid Invoice balance to cover our administrative costs.

8. Accounting for Use: You agree that within three (3) months of the publication of any Photo invoiced, you will send us, without cost, three (3) tear sheets or photographic reproductions of each publication.

9. Responsibility for Loss or Damage: The Photo(s) were inspected prior to shipment and their quantity verified. They were dispatched in perfect condition. You accept all responsibility for loss or damage to the Photo(s) while they are in your possession or in transit, from the time you or your representative, agent or messenger takes possession of the Photo(s) until their safe, undamaged receipt by us. You also assume full liability for your employees, agents, assigns, messengers, freelance researchers and printers for any loss or damage to the Photo(s). By retaining the Photo(s) you assume an insurer's liability for their safe and undamaged return to us and we highly recommend you return them by bonded messenger or registered mail-return receipt requested, fully insured and adequately packaged to obtain a receipt proving redelivery to FPG.

10. Liquidated Damages: We both agree it is difficult to determine in advance th monetary damage FPG and the photographer will suffer due to the loss or damage of an original transparency or historical black and white photo. Accordingly, we both agree that the establishment of a reasonable liquidated value for any lost or damaged original transparency or historical black and white photo is in both of our interests. We both accept the sum of One Thousand Five Hundred Dollars ($1,500.00) as the liquidated value of a lost or damaged original transparency or historical black and white photo. The liquidated value for a duplicate transparency or contemporary black and white photo is agreed to be One Hundred and Fifty Dollars ($150.00). FPG has delivered the Photo(s) to you only upon your express agreement to the terms in this paragraph. **If you do not accept this liquidated damage provision, or the arbitration clause below, please contact us immediately for proper instructions regarding the return of our Photo(s).**

11. Arbitration: A material part of this Contract is this agreement to arbitrate any disputes. Except for issues concerning copyright, any and all disputes relating to this Contract, including its validity, interpretation, performance, breach or other matter shall be settled by arbitration in New York City pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court having jurisdiction, whether Municipal, State, Federal or other, and the interpretation of this Contract shall be governed by the laws of the State of New York. You agree that the arbitrators shall have full authority to award all costs of the arbitration including legal fees, plus legal interest on any award.

12. Legal Costs and Disbursements: In the event that either a court of competent jurisdiction directs us to go to

court or the matter involves copyright, you agree to fully reimburse FPG for its reasonable legal fees and disbursements if FPG is successful in the suit. We both designate the Southern District of New York as the jurisdiction for Federal suits and New York County as the jurisdiction for State suits.

13. No Waiver, Complete Agreement: The terms set forth in our Delivery Contract and Invoice represent our entire understanding concerning the delivery of the Photo(s) to you, and your review and usage thereof. All prior understandings, customs or representations, whether oral or written, are hereby merged in this Contract. No terms or conditions may be added unless made in writing and signed by both of us. No action of ours, other than an express written waiver, may be construed as a waiver of any part of this Contract and no employee is authorized to waive it orally. In the event we waive any specific part of this Contract, it does not mean we waive any other part.

PLAINTIFF'S EXHIBIT 13G

DELIVERY CONTRACT

FPG
International

Exceptional St ck Photography
FPG International Group
32 Union Square East
New York, NY 10003-3295
Phone 212 777-4210
Facsimile 212 995-9652

Consigned To:	DC No	DC Date	Account Executive
	Researchers		Purchase Order
	Deliver Via		Carrier Account

Subject:
Job/Title:

IMPORTANT INFORMATION:

1) This delivery Contract is both a record of the Photos you requested and a binding contract between us. Please read all the terms on the reverse side of this contract and if you do not agree to be bound by such terms, please return our Photos to us immediately. Your retention of the Photos means that you accept all of the terms of this Contract, including the **Review Period, Liquidated Damages, and Arbitration clauses**.

2) We inspect all the Photos before we ship them to you. Please look them over carefully and check that all the Photos listed are included and that they meet your specific

needs. If any have been damaged in shipment, or if there are any discrepancies, contact FPG immediately.

3) Please exercise great care in handling these Photos. All Photos must be returned in the same condition as delivered. They are valuable, and you assume full liability for their damage or loss. The liquidated value of a lost or damaged original transparency or historical black and white photo is $1,500 each. The liquidated value of a duplicate transparency or contemporary black and white photo is $150.00 each.

4) All Photos are copyrighted and you agree not to use them in any manner until you receive and pay our Invoice. Removal of Photos from mounts or reproduction of Photos in any manner whatsoever through the protective sleeves constitutes a billable usage and requires that an Invoice be issued. Please contact your account executive to make necessary arrangements prior to utilizing any Photo.

5) Use of our Photos for sensitive subjects including but not limited to contraception, matters of a sexual nature, substance abuse, alcohol, tobacco, AIDS, and physical or mental ailments or abuse requires advance written permission from FPG.

6) When you have decided which Photos you wish to hold for further consideration or use, please circle their identification numbers on the attached Holding Form, sign and return that form to us with the Photos you no longer need. Please call us if you have any questions. **Thank you for your cooperation.**

TERMS OF DELIVERY

Please note that if you decide to retain our Photo(s) that means you agree to the following terms:

1. Use of Photo(s) The accompanying Photo(s) are copyrighted and are protected by the intellectual property laws of the United States and the Berne Convention. The Photo(s) have been sent to you for inspection only. **You may not use these Photo(s) in any manner whatsoever until after you pay our Invoice.** This means that the Photo(s) may not be copied, scanned, televised, transmitted, electronically stored, or used in layouts, sketches, photostats, mock-ups, etc. until you receive and pay our invoice. Projection of transparencies is specifically prohibited and you are not granted derivative uses of any Photo unless so indicated on the invoice. You may not remove any Photo from its mount or protective sleeve without our specific permission. If you remove a Photo without our prior permission you will be billed an appropriate remount fee, unless the Photo is used for any commercial usage including but not limited to comp, layout or presentation usage. Any commercial usage of a Photo without FPG's express written authorization is considered a copyright violation. Our Invoice will set forth the specific rights granted and other conditions of use, after you advise us of your choice of Photo(s). **ONLY AFTER YOU PAY OUR INVOICE** may you use the Photo(s) and then only in accordance with the Invoice terms.

2. Quantity and Suitability of Photo(s): The Photo(s) listed on the reverse are submitted pursuant to your specific request. You must make the final choice about which Photo(s) are suitable for your particular need. Although FPG tried its best to accurately identify each Photo, FPG cannot be held responsible for incomplete or erroneous captions. Unless we receive a written claim within five (5) days of your receipt of this document you agree that (i) the Photo(s) sent to you are suitable and appropriate as submitted; (ii) the quantity set forth on the reverse is correct; (iii) the captions on the

Photo(s) are accurate; and (iv) the Photo(s) were received in good condition.

3. Review Period: You may examine the accompanying Photo(s) for up to fourteen (14) days after receipt, unless this period is extended in writing. **NOTE THIS IS NOT A BAILMENT.** After this fourteen (14) day period, you will be charged a **HOLDING FEE** of $1 per day per Photo until their actual receipt by FPG. Unless a longer period is granted in writing, holding fees will accrue for nine (9) months from the fourteenth (14th) day after the date of this Delivery Contract, after which unreturned Photo(s) shall be deemed to be lost and you will be billed in accordance with the liquidated damages provisions set forth below.

4. Responsibility for Loss or Damage: The Photo(s) were inspected prior to shipment and their quantity verified. They were dispatched in perfect condition. You accept all responsibility for loss or damage to the Photo(s) while they are in your possession or in transit, from the time you or your representative, agent or messenger takes possession of the Photo(s) until their safe, undamaged receipt by us. You also assume full liability for your employees, agents, assigns, messengers, freelance researchers and printers for any loss or damage to the Photo(s). By retaining the Photo(s) you assume an insurer's liability for their safe and undamaged return to us and we highly recommend you return them by bonded messenger or registered mail-return receipt requested, fully insured and adequately packaged to obtain a receipt proving redelivery to FPG.

5. Liquidated Damages: We both agree it is difficult to determine in advance the monetary damage FPG and the photographer will suffer due to the loss or damage of an original transparency or historical black and white photo. Accordingly, we both agree that the establishment of a reasonable liquidated value for any lost or damaged original transparency or historical black and white photo is in both of our interests. We both accept the sum of One Thousand Five Hundred Dollars ($1,500.00) as the liquidated value of a lost or damaged original transparency or historical black and white photo. The liquidated value for a duplicate transparency or contemporary black and white photo is agreed to be One Hundred and Fifty Dollars ($150.00). FPG has delivered the Photo(s) to you only upon your express agreement to the terms in this paragraph. **If you do not accept this liquidated damage provision, or the arbitration clause below, please contact us immediately for proper instructions regarding the return of our Photo(s).**

6. Releases: Unless this Invoice indicates that a Photo has a model or property release, you should assume that no such releases exist. You agree to indemnify and hold FPG, and the Photographer, harmless from any and all claims and expenses arising out of the use of any Photo that we did not specifically advise you, in writing, had a model or property release. Under all circumstances, our liability is strictly limited to the invoiced price for the use of the Photo involved. You agree not to use any Photo in a defamatory manner or context, either by physical changes to a Photo or by any accompanying text, and agree to hold FPG, and the Photographer, harmless from any and all claims and expenses arising from a Photo's use. If you utilize a Photo prior to paying our Invoice, we are relieved of **any** liability for **any** claim concerning such Photo's use or publication since it was published without permission. **Advance written permission is required for use of Photo(s) for sensitive subjects including, but not limited to, contraception, matters of a sexual nature, substance abuse, alcohol, tobacco, AIDS, and physical or mental ailments or abuse.**

7. Copyright Protection: Each reproduction of a Photo shall bear a credit line: Photographer name/FPG International Corp. You agree to provide statutory copyright protection of the Photo by timely registering the work you created or the work in which the Photo appears, and such copyright shall be immediately assigned to FPG or the Photographer, upon request and without change.

8. Unauthorized Use: FPG will calculate a usage fee for Photo(s) by relying in good faith on the information you provide and will issue an invoice granting reproduction rights and detailing the usage granted. Since it is difficult to determine damages resulting from unauthorized usage, in the event you utilize a Photo other than for the usage indicated on our Invoice, including but not limited to the number of uses, the publication utilized, or the size of reproduction, we agree to forego our right to sue you for copyright infringement and you agree to pay, as liquidated damages, a sum equal to four (4) times the normal price we would have charged for such unauthorized use within ten (10) days of our billing such fee. If you fail to timely make such payment, this liquidated damage provision shall be void and we shall have the right to sue for copyright infringement.

9. Arbitration: A material part of this Contract is this agreement to arbitrate any disputes. Except for issues concerning copyright, any and all disputes relating to this Contract, including its validity, interpretation, performance, breach or other matter shall be settled by arbitration in New York City pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court having jurisdiction, whether Municipal, State, Federal or other, and the interpretation of this Contract shall be governed by the laws of the State of New York. You agree that the arbitrators shall have full authority to award all costs of the arbitration including legal fees, plus legal interest on any award.

10. Legal Costs and Disbursements: In the event that either a court of competent jurisdiction directs us to go to court or the matter involves copyright, you agree to fully reimburse FPG for its reasonable legal fees and disbursements if FPG is successful in the suit. We both designate the Southern District of New York as the jurisdiction for Federal suits and New York County as the jurisdiction for State suits.

11. No Waiver, Complete Agreement: The terms set forth in our Delivery Contract and Invoice represent our entire understanding concerning the delivery of the Photo(s) to you, and your review and usage thereof. All prior understandings, customs or representations, whether oral or written, are hereby merged in this Contract. No terms or conditions may be added unless made in writing and signed by both of us. No action of ours, other than an express written waiver, may be construed as a waiver of any part of this Contract and no employee is authorized to waive it orally. In the event we waive any specific part of this Contract, it does not mean we waive any other part.

NOTE: This Delivery Contract does not grant you any rights to use the Photo(s). Once you have made your final selection and we have negotiated usage fees, FPG will issue you an Invoice, setting forth the terms regarding usage,which must be paid prior to use.

PLAINTIFF'S EXHIBIT 13H

MAGNUM PHOTOS, INC.
72 Spring Street
NYC,10012

Tel. 212 966 9200 Telex 420339 Fax 212 941 9325

DELIVERY-SLIP

TO: SAMPLE DATE: June 8, 1994

The material delivered herewith is offered with one-time North American reproduction rights, unless otherwise agreed upon between addressee and MAGNUM PHOTOS, INC.

PHOTOGRAPHER & SUBJECT	PRINTS—CONTACTS	COLOR
SAMPLE		

Note:

In the event of loss or destruction of any transparency listed on this invoice while in your possession, a charge of $1,500 will be made to cover liquidated damages from loss of re-sale income.

PLAINTIFF'S EXHIBIT 28B

(Letterhead of MAGNUM PHOTOS, INC. New York 72 Spring Street, N.Y. 10012 Tel. 966-9200 Telex: 420339)

Center for Humanities
Communications Park
Box 3000
Mount Kisco, NY 10549
Attn.

Consignment # 76715 Magnum Photos
05/01/91

Phone:

Title: Royalties

Photographer	Subject	B&W	Color Orig.	Dup.
Magnum	Royalty Payment	1	. . .	. . .

Total B&W: 1 Total Color: 0

Research: Lynn E. Bowe-Blackman

A service charge of $0.00 will be billed on material edited and sent to addressee, but not used.

[HAND STAMP]

Date billed: 4/30/91
Invoice #: L0146619
Amount: $ 93.56

The material listed above is submitted for examination only. Photographs may not be reproduced, copied, projected or publicly displayed without the express written permission of Magnum as evidenced by an invoice sent by Magnum to the client. Please acknowledge receipt of the transparencies

and/or prints listed above by singing and returning the attached copy.

Receipt of the material listed above constitutes agreement by the recipient to the following conditions:

1. A holding fee of $1.00 per day per color transparency (0.50 per day b/w print) will be billed on material held longer than 21 business days.

2. Recipient assumes all risk for safe return of listed material to Magnum. In the event of any loss or damage of an original transparency (or photograph), the recipient shall pay to Magnum damages based on the value of each individual photograph, with a minimum value of $1,500 per transparency.

3. No model release or other release exists for any of the photographs submitted unless the existence of such release is specifically acknowledged in writing by Magnum. Further, Magnum assumes no responsibility for any captions or other wording which is not supplied by Magnum but is used by the recipient in connection with other publication or other reuse of the photograph(s).

4. Should the client decide to purchase rights for any photograph(s) as evidenced by an invoice issued by Magnum, such published photo must be accompanied by a copyright notice in the names of both Magnum and the photographer. In the event that this copyright notice is omitted, Magnum will charge an additional one hundred percent of the reproduction fee.

CODES
1 - Center for Humanities
2 - Science & Mankind
3 - Guidance Assoc.
4 - PMF Films
5 - Pathescope
6 - Vocational Media

04/18/91	26552	00001020				
02/28/91	ROY-022891	INVOICE	PO#	93.56		93.56
			TOTAL:	93.56		93.56

Magnum need new #

Guidance Associates • The Center for Humanities
Vocational Media Associates
PUBLISHING GROUP

1-32/210

1020

26552

04/18/91

********93.56

NATIONAL WESTMINSTER BANK USA
244 WESTCHESTER AVENUE
WHITE PLAINS, NEW YORK 10604

PAY
TO THE ORDER OF
MAGNUM PHOTOS INC.
72 SPRING STREET
12TH FLOOR
NEW YORK, NY 10012

AUTHORIZED SIGNATURE
Anita Picard
AUTHORIZED SIGNATURE

⑈001026552⑈ ⑆021000322⑆ 2373651070⑈

4/30/91
L0146619

Project title: Royalties
Consignment: 76715

Center for Humanities
Communications Park
Box 3000
Mount Kisco, NY 10549

Usage Fees:

Photographer	Subject	Pictures/Size	Amount
Magnum	Royalty Payment	1 B&W/Royalties	$93.56

PAID CHECK #26552. DATED 4/18/91 $ 93.56

TOTAL: #93.56

LEB

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PLAINTIFF'S EXHIBIT 31

Below is a list of subject matter depicted in the 310 (three hundred and ten) lost slides, identified by country and divided into categories. As per request, time, location and incidents depicted are described. Also as per request, "Risk Level of Death or Bodily Injury" is indicated according to the following scale:

@ — Risk level moderate, e.g. potential injury while covering a large crowd or political demonstration.

+ — Risk level high, e.g. in a war zone, but not during battle.

++ — Risk level very high, e.g. in a war zone, travelling on roads where danger of land mine explosion, ambush or attack was high.

+++ — Risk level extreme, in active combat zone, under fire, where possibility of death or serious bodily harm was constant.

I. Nicaragua

A. Military/Combat Slides

Sandinista Army:

Number	*Risk Level*	*Details of Location/Date/Subject*
(7)	++	Series of Sandinista Army Unit on patrol and in base camp in mountain war zone, June 1985; "Making V for Victory" sign.
(2)	+++	Other soldiers on guard in small hamlet of Teocasinte, within sight of Honduran hills, after numerous shelling attacks launched by Contras from Honduras, May 1984. Soldiers standing near gate; trench surrounded by sandbags.

Number	*Risk Level*	*Details of Location/Date/Subject*
(2)	++	Soldiers near rural farm cooperative, Chontales, after Contra attack, September 1984. Farmhouse lying in ruins, with roof blown off, walls collapsing.
(2)	@	Wounded soldiers and civilians after week-long series of battle with Contras near Esteli and La Trinidad, in Esteli Hospital, April 1985.
(2)	+	Soldiers on guard after another Contra attack, this time on an electrical power installation near Condega, North-Central Nicaragua, 1986. Twisted, blackened rubble, graffiti on wall.
(4)	++	Soldiers in central Nicaragua searching for "Contras" in April 1986. Troops walking single-file through rolling hills, resting near farmhouse, in camp, digging trenches.
(6)	+++	Series taken while on army-escorted trip into northern mountains to the scene of a land mine explosion laid by Contras which killed 34 civilians near San Jose De Bocay, July 4, 1986. Shot of vehicles in long convoy; jeep stuck in mud crossing river; two shots of dead bodies lying in open coffins; two shots at graveside service of coffins in mass grave and grieving relatives.
(2)	++	Army unit in Chontales province during historic peace negotiations, April 1990. Guard post at bridge in remote area; hiking on patrol.

Number	*Risk Level*	*Details of Location/Date/Subject*
(2)	++	Soldiers in Matagalpa Province during peace negotiations, April/May 1990. Hiking near road outside area designated "Save Haven" for contras; on security detail.
	"Contra" Rebels:	
(6)	@	Week long series of attacks by Contras on Esteli and La Trinidad, Central Nicaragua, April 1985. Captured Contras sitting in Municipal Hall, out on balcony facing angry crowd, individual rebels looking dejected, terrified. (3)
(9)	+	Aftermath and damages from above attacks, April 1985. Hole in army truck windshield, holes blown in bridge by Contras, child near army truck, soldier holding grenade, refugee children in nearby camp, health clinic mortared, burned bus near Panamerican Highway.
(5)	+++	Contras on Nicaraguan/Costa Rican border holding "Witness for Peace" group and 15 journalists (including plaintiff) as hostages pursuant to orders from famed, top rebel commander Eden Pastora. Held hostage at gunpoint for 30-hour period (overnight), as Nicaraguan government forces flew helicopter search patrols nearby, August 1985. Scenes include: Contras leading "Witness" people off of boat at gunpoint, walking through forest with armed Contras keeping

Number	*Risk Level*	*Details of Location/Date/Subject*
		watch and prodding people along; Contras standing guard at remote farmhouse, in highly nervous state (often threatening language, etc.)
(2)	+++	Scenes in and near small farmhouse where plaintiff and other captives were held; peasant woman cooking food for plaintiff and other hostages; various dramatic shots of "Witness" members in state of fear due to life-threatening situation.
(2)	+++	Scenes on boat hostages had taken down San Juan River, including Contras on board. Shot of group en route downriver after release of plaintiff and other captives on the day of their release.
(10)	@	Scenes from various funerals for victims of Contra attacks; Matagalpa, April 1985; Nicaraguan President Daniel Ortega comforting relatives; in Somoto, near Honduran boarder, May 1985; funeral procession in San Juan De Limay, South-Central Nicaragua, May 1986; series from funerals in Esteli, April 1985, in street procession and at cemetery.
(4)	++	Contra soldiers in Matagalpa Province during peace negotiations, April 1990. Group on patrol near road; in temporary camp and outside farmhouse; leader in Beret talking to journalists as his men stand guard behind.

Number	*Risk Level*	*Details of Location/Date/Subject*
(5)	+++	Contras in Chontales Province, also during historic peace process, May 1990. Slides taken for this series obtained in exclusive encounter with leader of a renegade group which objected to the negotiations then underway to end the war. This rare meeting posed special risk as this particular Contra command was known for its aggressiveness and violence and was hostile to plaintiff and journalists from Wall Street Journal who were present in meeting. Contras on patrol; in camp; standing guard at dusk; hostile rebel commander "El Chaparro" as he explained his rejection on peace plan; two young boys kidnapped by Contras to carry food supplies, subsequently released (and encountered later at their home where plaintiff and Wall Street Journal reporters interviewed them).
(5)	++	Contras in two of their remote, closely guarded base camps in Honduras, April 1990. Scene of about 400 rebels raising rifles overhead as they listened to then-commander Enrique Bermudez (later assassinated) explain details of the peace plan. Civilian supporters in nearby camp of small tin-roofed shacks; visiting with rebels themselves.

Number	*Risk Level*	*Details of Location/Date/Subject*
(2)	@	Contras speaking to crowd after defecting from rebel ranks under amnesty, May 1986; poster offering that amnesty.
		Atlantic Coast Region:
		(Home to various indigenous groups, in particular "Miskito" and "Sumu" Indians, who formed their own rebel group for several years).
(3)	++	Series documenting the return of Sumu Elder Ronas Dolores to his village deep in jungle interior, May 1984. Scenes of him speaking to assembled villagers; rural wooden huts; early morning fog surrounding tree; chopping wood in village clearing.
(6)	+	Miskito refugees on both sides of Honduran-Nicaraguan Boarder, November 1984. View of "Tasba Pri" settlement camp; hundreds of people in camps in Honduras; view from the air of Coco River; airstrip near a town on Honduran side; people building houses in jungle camp; cooking food in same locale.
(14)	+++	Series documenting the famous May 1985 return of Miskito Indian refugees to their villages along the Coco River which forms the border between Nicaragua and Honduras. The refugees were going home after having been forced to flee fighting along the river which had destroyed their villages in 1982. Photographer for National

Number	*Risk Level*	*Details of Location/Date/Subject*
		Geographic and plaintiff were the first foreign journalists to reach the river area, which had long been abandoned due to minefields and the danger of possible new combat. Prior to this time, local authorities prevented any outsiders from travelling to the river. Plaintiff and National Geographic photographer were only allowed access to this remote area after two days of negotiation, and while accompanied by local Miskito "Elder" Rafael Dixon and a Moravian Church Pastor, both of whom provided security against possible kidnap or attack by still-active Contras.
		This "Return To The River" is contained in a final video and includes: People and belongings piled high on trucks; various shots en route; crater in road left by land mine explosion; convoy proceeding through forest and into clearing of first village (called "Ulwas") to be resettled; unloading building supplies and belongings; remains of burned-out homes; children looking bewildered; rundown church, spared destruction because it was a church.
(2)	@	Other Atlantic coast scenes, including: repairing houses near beach-front village, July 1986; cutting coconuts; scaling tree to get breadfruit; street scenes in bluefields; hunting out in the bush, 1988.

Number	*Risk Level*	*Details of Location/Date/Subject*
(3)	@	Aftermath of hurricane "Joan," November 1988, showing severe damage to houses and buildings in Bluefields; people trying to clear debris from city streets; scraping mud from floor of house; submerged village of RAMA, as seen from helicopter overhead.
(2)	@	Street senses in Puerto Cabezas, largest town on Nicaragua's northern coast, showing the main cinema, town square, old wooden houses, seacoast dock, one and only traffic light.
		B. General Scenes:
(14)	@	Views of historic Sandinista rallies in Managua's "Revolution Square"; February and November, 1984; June 1986; April, 1988; January, 1990. Crowds waving Sandinista flags; huge portraits of Augusto Sandino and Sandinista party founder Carlos Fonesca on National Palace; all nine top Sandinista Commanders (The National Directorate) sitting on stage; Daniel Ortega addressing crowd; Tomas Borge speaking at smaller rally in another square.
(14)	@	Close-up portraits of rural campesinos; landscape shots including volcanoes; farming pastoral scenes, such as picking cotton, coffee; man at irrigation rig; wagon in sunset; industrial factories and workers; people engaged in daily tasks such as plowing, cooking, fishing. These serve to illustrate the

Number	*Risk Level*	*Details of Location/Date/Subject*
		beauty and vitality of Nicaragua's people, set to the backdrop of the drama of the bloody war engulfing them.
(10)	@	Photos to illustrate difficulties with daily life caused primarily by the war. Digging trenches, November 1984; people piled onto roof and hanging out of overcrowded buses; scenes of poverty in slums of Managua, Leon, and Chinadega cities.
(4)	@	The "Cuban" angle: Fidel Castro inaugurating huge sugarmill complex built by Cuba north of Managua, November 1984; Cuban military advisers during ceremony just before their departure for home, June 1986.
(7)	@	Culture/Sports scenes: People in costume during Regional Dance Festival; shots during holy week "Passion Play," April 1984; baseball team celebrating victory in Managua Sports Stadium after Nicaraguan "World Series", April 1985; policeman singing, May 1984.

(158) — Total Nicaraguan section

		II. El Salvador
		A. Military/War Scenes.
(3)	+	Army soldiers on guard in San Francisco Gotera, Morazan, after March 1984 elections. In town near main headquarters; talking with commanding colonel; interrogating young boy who'd been with guerrillas.

Number	*Risk Level*	*Details of Location/Date/Subject*
(3)	++	Soldiers on duty in Chalatenango, northern town near war zone, March 1985; checking documents of people asked to get off bus, March 1984.
(6)	+++	On patrol with army in Morazan Province, May 1989. Hiking in single-file; in camp; cooking; uncovering guerrilla-laid booby trap (small hole for homemade landmine).
B.	Guerrillas	
(6)	+++	In rebel-held zone near Guazapa volcano north of San Salvador, March 1985, Guerrillas walking off with food supplies, out on patrol, young guerrilla being interviewed by plaintiff's colleague.
(4)	+++	Aftermath of battle scenes, also during November 1989 San Salvador offensive; charred, dead bodies lying by street corner; bombed-out house; dead guerrillas lying in neighborhood retaken by army; street scenes showing debris and burned-out vehicles.
(5)	++	Aftermath of guerrilla attacks in Morazan, April 1985. Burned-out buildings; graffiti and old lady.
(6)	++	Refugees in camp, Morazan (April 1985) and in San Salvador (April 1985). Children weaving rope amid signs of poverty-stricken despair, filthy stacks, guards watching over camp.

Number	*Risk Level*	*Details of Location/Date/Subject*
(4)	+++	Young guerrillas in town of Tenancingo, El Salvador, March 1985. Standing by road at car in destroyed town square.
(4)	+++	Aftermath of bombing in same guerrilla-held zones, March 1985. Car in which plaintiff was riding came under aerial bombardment from government helicopters. Several colleagues and plaintiff, in danger of serious bodily injury or death, forced to seek emergency cover in roadside ditch. Some of the slides depicted brush fires set by the rockets fired at plaintiff and his colleagues form overhead.
(9)	+++	Slides taken during three incidents in the November 1989 rebel offensive in San Salvador, which presented the most dangerous circumstances plaintiff encountered anywhere. In one instance, plaintiff crept inside the Sheraton Hotel while it was under the control of Guerrillas, in order to interview American Green Berets trapped inside. Another time, army solders were forced to beat a hasty retreat from a market neighborhood as guerrillas suddenly advanced; a "Green Cross" aid vehicle in which plaintiff was riding while photographing was moved back from the line of fire in emergency measure. British colleague shot and killed while standing just a few feet away from plaintiff. Nine (9) slides taken during

Number	*Risk Level*	*Details of Location/Date/Subject*
		these incidents are among those given to defendant: Bombed-out cars used as debris to form a roadblock; civilian refugees streaming out of embattled neighborhoods waving white flags; soldiers taking cover behind trees and building as rebels advance: "Green Cross" workers trying to reach people wounded in a battle zone; a dead body lying in a ditch; guerrillas wearing masked bandannas standing guard inside Sheraton Hotel after army encircled the building, leading to a stand-off; living room of fancy mansion which guerrillas had entered to take cover and treat wounded (blood and gauze bandages on coach); two scenes of helicopter flying overhead as they fired sophisticated "Gatling" guns at the area near the Sheraton Hotel.
	C. General	
(6)	@	"People" shots, including "Girl At The Well", used in 1984 San Francisco Exhibition.
(6)	@	Tomb of Murdered Archbishop Oscar Romero in San Salvador Church, April 1984, church marchers, April 1984.
(62)		**Total El Salvador section**

III. Military and General

Number	*Risk Level*	*Details of Location/Date/Subject*
(5)	@	At camp for U.S. National Guardsmen in training with Hondurans, April 1985. Soldiers in camp, setting up tents, chow line, building jungle road.
(5)	@	Military exercises near Nicaraguan border, May 1985. Tanks, planes, officer observing with binoculars; Honduran commanders with U.S. General passing in review.
(1)	+	Children watch helicopter take off, May 1985.
(2)	@	Landscape scenes, including on offshore islands in Gulf of Fonseca, such as "Isla De Tigre" where U.S. had mountaintop military base.
(2)	@	City scenes in Tegucigalpa, Honduran capital, 1986.
(2)	@	Shots of Mayan ruins at Copan, ancient "Stelae" and small temple pyramids, 1990.
(17)		**(Total Honduras Section)**

IV. Costa Rica

A. General (other than International Summit Meetings)

Number	*Risk Level*	*Details of Location/Date/Subject*
(1)	@	Child holding "Peace Dove" during street march in capital San Jose, April 1984.
(2)	@	Scenes of natural beauty, in tropical rain forest and of a towering volcano, 1988.

(3) (Total Costa Rica Section)

IV. Guatemala

A. General (other than at International Summit Meetings)

(5)	@	Scenes of Natural Beauty: Volcanoes, Mountain Lakes, twisting mountain roads, foggy morning; 1984, 1986, 1988.
(5)	@	Scenes to illustrate rich indigenous cultures: Women and men in multi-colored clothing, and ancient Mayan religious ceremony on steps of church in Chichicastenango, Central Highlands; April 1986.
(5)	@	Colorful religious street processions, particularly during holy week celebrations in Antigua Guatemala and nearby village, April 1990; army patrol near Antigua, also April 1990.
(6)	++	Series taken in northern conflict zone, especially in the infamous "IXIL Triangle," several villages where army repression against villagers had been

Number	*Risk Level*	*Details of Location/Date/Subject*
		fierce on suspicion of their assisting guerrilla groups. Scenes of: women in colorful dresses, selling in the market, widows who lost their husbands in early 1980's and who had formed special farm cooperative working in fields, children playing in fields and on shore of lake; 1986, 1988.

(21) (Total Guatemala section)

VI. Panama

A. Military/War Scenes

(5)	++	U.S. soldiers on patrol in Panama City, after December 1989 invasion. Searching for looted items in devastated store and private apartment where electronic goods were recovered; riding on "Humver" armored vehicle; makeshift refugee camp in stadium; in bombed-out former headquarters of Noriega's defense forces.

B. May 1989 Election

(5)	++	Noriega "Good Squads" threatening opposition candidates Guillermo Endara, Richard Arias, "Billy" Ford: All three riding in back of campaign truck; soldier firing pistol into air; crowds demonstrate in street; candidates speak at campaign rally.

(10) (Total Panama section)

VII. General, All Countries

Heads of state of Central American Countries, taken during individual appearances and at periodic Summit meetings throughout the late 1980's as internationally mediated negotiations to resolve the different regional conflicts took place. They include:

Number	*Risk Level*	*Details of Location/Date/Subject*
(3)	@	Oscar Arias, former Costa Rican President and Nobel Peace Prize Laureate, author of "Arias Peace Plan," taken during February 1986 election campaign and May 1986 inauguration, (2).
(2)	@	Daniel Ortega, former President of Nicaragua; shots of him taken during Summits, including one of Regional Leaders attended by former U.S. President George Bush in Costa Rica.
(2)	@	President Daniel Ortega during historic February 1990 election campaign.
(3)	@	Series taken during 1984 visit to Managua neighborhood during 1984 campaign; speaking during "Face The People" event; visiting school.
(2)	@	Violeta Chamorro, current President of Nicaraguan, during 1990 election campaign. Dramatic frontal shots as she waived to crowd, back shot from behind as she faced crowd.

Number	*Risk Level*	*Details of Location/Date/Subject*
(2)	@	President Violeta Chamorro, taken during first meeting with former "Contra" leaders as she persuaded them to disarm under United Nations supervision, May 1990. One exclusive photo showed her embracing the main ex-contra leader known as "Franklin"; who later died in an accident.
(2)	@	Manuel Antonio Noriega, former leader of Panama, during May 1989 election campaign he later annulled; shot of him walking through crowd, another while watching anti-U.S. Drama performance after May 1989 elections.
(3)	@	Jose Napoleon Duarte, former President of El Salvador, who has since died; Alfredo Cristiani, Duarte's successor and still President of El Salvador.
(3)	@	George Bush, both when he was President and Vice-President of the United States, on visits to the region (Costa Rica), May 1986; Arias inauguration and April 1990 Regional Summit.
(2)	@	Former Guatemalan President Vincicio Cerezo, who had the original idea to hold Regional Summit Meetings to seek peace in Central America. At time of February 1986 election; at May 1986 Summit.
(2)	@	Shots of all 5 Central American leaders at International Summit in Esquip-

Number	*Risk Level*	*Details of Location/Date/Subject*
		ulas, Guatemala, May 1986. Inside old church, during press conference and while signing agreement.
(2)	@	Shots of all 5 Central American leaders at Summit in San Jose, Costa Rica, February 1998. At press conference and while signing final document.
(1)	@	Shots of all 5 Central American leaders at Summit in Montelimar, Nicaragua, April 1990. Walking along beach, and at final press conference signing final communique.

(29) (Total General Section)

(300) (Total Slides included in original group)

Additional Slides:

Ten (10) additional transparencies were delivered to Guidance Associates in late spring 1991 by Charlotte C. Gasperini, at the request of William Goodman, President of Guidance Associates. These transparencies were also never returned to plaintiff. These transparencies were used in an advertising catalogue for the video, produced by defendant and made with plaintiff's slides. The images were general scenes such as portrait "People" shots, several landscapes, and then five slides of military personnel (soldiers) and "action" scenes.

INTERROGATORY 40:

For each of the Three Hundred and Ten (310) slide transparencies as referred to in paragraph 9 of plaintiff's amended complaint, state what camera equipment, lenses, filters, lighting equipment or other technical or optical equipment was used.

Answer to Interrogatory No. 40:

All slides were taken with the following camera equipment:

Lenses: — two Nikon Fe's;
— two Nikon FE2;
— one Nikon FM2.

Lenses: two Nikon 50mm lenses;
two (Nikon & Tamron) telephoto zoom lenses, 35-21 mm, and 35-200mm);
two Nikon wideangle lenses, 24mm and 28mm;